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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

17 TINA REGANYAN, an individual) Case No. 15-cv-3981
18 Plaintiff,) [Hon. Consuelo B. Marshall]
19 vs.) **JOINT STATUS REPORT**
20 CHASE BANK USA, N.A.,)
21 Defendant.)
22 _____)

1 Pursuant to this Court's July 27, 2015 Order Setting Scheduling Conference
 2 (Dkt. No. 12), plaintiff Tina Reganyan ("Plaintiff") and defendant Chase Bank USA,
 3 N.A. ("Chase" or "Defendant" and together with Plaintiff, the "Parties") in the
 4 above-entitled action hereby submit this Joint Status Report and Federal Rule of
 5 Civil Procedure 26(f) Discovery Plan:¹

6 **1. DESCRIPTION OF THE CASE**

7 Plaintiff: Plaintiff received numerous telephone calls on her cell phone from
 8 Defendant that were intended for a third party. Despite asking Defendant to stop
 9 calling and informing Defendant that it was calling the wrong party, Defendant
 10 persisted with its calls. Plaintiff contends that the calls violated the Telephone
 11 Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, which prohibits making calls
 12 to cell phones through use of an "automatic telephone dialing system" without the
 13 "prior express consent" of the called party.

14 Defendant: Chase denies liability as alleged in Plaintiff's Complaint or
 15 otherwise, and specifically denies making calls to the cell phone at issue in an
 16 attempt to reach Thera Der-Gevorgian using an automatic telephone dialing system,
 17 prerecorded or artificial voice. Accordingly, Chase denies that Plaintiff is entitled to
 18 relief under the TCPA or any relief whatsoever.

19 **2. DEPOSITIONS**

20 Plaintiff: No depositions have been set to date. Plaintiff anticipates noticing a
 21 Rule 30(b)(6) deposition in the next 3-6 months if the Parties are unable to resolve
 22 this action through informal settlement discussions.

23 Defendant: No depositions have been set to date. Chase anticipates taking 1-3
 24 depositions in the next 3-6 months if the Parties are unable to resolve this action
 25 through informal settlement discussions.

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 27 ¹ The Parties note that the Court's Standing Order provides a different format for the Joint Rule
 28 26(f) Report. Because the July 27, 2015 Order Setting Scheduling Conference was entered after
 the Standing Order, the Parties follow the format set out in the July 27, 2015 Order Setting
 Scheduling Conference for this Joint Rule 26(f) Report.

1 **3. WRITTEN DISCOVERY**

2 Plaintiff: No written discovery has been served to date. Plaintiff anticipates
3 serving requests for production, requests for admission, and interrogatories to the
4 Defendant if the Parties are unable to resolve this action through informal settlement
5 discussions.

6 Defendant: No written discovery has been served to date. Chase anticipates
7 serving requests for production, requests for admission, and interrogatories to the
8 Plaintiff if the Parties are unable to resolve this action through informal settlement
9 discussions.

10 **4. EXPERTS**

11 Plaintiff: Plaintiff anticipates retaining an expert in the field of
12 telecommunications.

13 Defendant: Chase anticipates retaining an expert in the field of
14 telecommunications.

15 **5. PRETRIAL CONFERENCE**

16 The Parties propose September 12, 2016 as the final Pre-Trial Conference
17 date.

18 **6. DEMAND FOR JURY TRIAL**

19 Plaintiff requested a jury trial in her Complaint filed on May 27, 2015.

20 **7. PROSPECTS OF SETTLEMENT**

21 The Parties have engaged in informal settlement discussions and continue to
22 attempt to resolve this matter expeditiously.

23 **8. CONSENT TO PROCEED BEFORE MAGISTRATE JUDGE**

24 Plaintiff: Plaintiff consents to proceed before a Magistrate Judge.

25 Defendant: Chase does not consent to proceed before a Magistrate Judge.

26 **9. CONTEMPLATED MOTIONS**

27 Plaintiff: Plaintiff anticipates filing a motion for judgment and/or partial
28 summary judgment upon completion of sufficient discovery.

1 Defendant: Chase anticipates filing a motion for judgment on the pleadings
 2 and/or motion for summary judgment upon completion of sufficient discovery.

3 **10. BIFURCATION OF DISCOVERY RELATING TO TREBLE
 4 DAMAGES**

5 Plaintiff: Plaintiffs opposes bifurcating discovery as proposed by Defendant
 6 because discovery regarding whether the calls were made “willfully” is inherently
 7 intertwined with the facts relating to whether the calls were placed to Plaintiff, on her
 8 cell phone, through use of an automatic telephone dialing system, and whether the
 9 calls persisted after Plaintiff informed Defendant that it was calling the wrong party
 10 and should stop calling. Additionally, bifurcation would result in additional written
 11 discovery and depositions that could otherwise be avoided.

12 Defendant: Chase proposes bifurcating discovery into two phases: liability
 13 first, and statutory damages second. Plaintiff asserts separate claims for negligent
 14 and willful violations of the TCPA, both of which require a threshold showing that:
 15 “(1) the defendant called a cellular telephone number; (2) using an automatic
 16 telephone dialing system; (3) without the recipient’s prior express consent.” Meyer
 17 v. Portfolio Recovery Associates, LLC, 707 F.3d 1036, 1043 (9th Cir. 2012).
 18 Whether a violation is negligent or willful presupposes that Plaintiff has met her
 19 burden of establishing these elements of liability. See 47 U.S.C. § 227(b)(3)(B) &
 20 (C). Chase asserts that Plaintiff will be unable to meet this burden because Chase did
 21 not place calls to the cell phone at issue in an attempt to reach Thera Der-Gevorgian
 22 using an automatic telephone dialing system, artificial or prerecorded voice.
 23 Accordingly, Chase respectfully requests that discovery regarding whether any
 24 alleged violations were negligent or willful be bifurcated and stayed until this Court
 25 issues an order on this threshold issue of liability.

1 Dated: September 29, 2015

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By: /s/ Arjun P. Rao
Arjun P. Rao

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Dated: September 29, 2015

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By: /s/ George S. Azadian
George S. Azadian

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Attorneys for Plaintiff
TINA REGANYAN

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ECF Signature Certification

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Dated: September 29, 2015

/s/ Arjun P. Rao
Arjun P. Rao

CERTIFICATE OF SERVICE

I hereby certify that on September 29, 2015, a copy of the foregoing **JOINT STATUS REPORT** was filed electronically. Notice of this filing will be sent by e-mail to all parties by operation of the court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the court's EM/ECF System.

/s/ Arjun P. Rao
Arjun P. Rao

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